

# 406 Property Inspections

Email: 406inspection@gmail.com

## Inspection Contract

Client:

Inspection Address: ,

Inspector: Joseph Ballard, License #

Agent:

Date: 8/9/2016

Inspection Fee:

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### **TERMS AND CONDITIONS -**

**THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY ON THE PART OF THE HOME INSPECTION COMPANY AND THE HOME INSPECTOR. PLEASE READ IT CAREFULLY. THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. IF YOU DO NOT FULLY UNDERSTAND IT, SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING.**

It is agreed by all that this inspection is to be performed according to the following terms and conditions:

1. 406 Property Inspections Inc, (including its employees and inspectors), hereinafter referred to as "COMPANY" will provide the Client a one time limited visual inspection of the following readily accessible and visible pertinent, major elements existing in the structure on the date of inspection: central air conditioning, central heating, electric, interior plumbing, foundation, basement, roofing, siding, walls, floors, ceilings, and built-in kitchen appliances.

This inspection will include the above elements unless otherwise restricted by the client. The inspection/inspector will follow the terms and standards of practice previously devised by the nationally recognized 'American Society of Home Inspectors' (ASHI) For a full description of these standards, including scope and exclusions, visit [homeinspector.org/Standards-of-Practice](http://homeinspector.org/Standards-of-Practice)

1.1 The Inspector is not required to: move furniture, personal goods or equipment that may impede access or limit visibility. The Inspector is not required to evaluate or inspect the following: intercoms, security systems, fences, timers, backflow preventers, water conditioning equipment, cosmetic items, swimming pools, hot tubs, whirlpools, jacuzzis (and ancillary components), wells, cesspools/sewer pipes, the presence/absence of rodents or insects, security, telephone, wiring circuit logic and switch locations, music and computer systems, central vacuum systems, water softeners, ground source heat systems, radiant heat systems, internal component heat exchangers, humidifiers or dehumidifiers, thermostatic or time-clock controls, function of fire and smoke detectors, sprinkler systems, sheds, or other "out-buildings", fire and safety equipment. Design problems and adequacies are not within the scope of the inspection. The Inspector will not determine the operational capacity, quality or suitability for a particular use of the items inspected.

1.2 The inspection is for the purpose of FUNCTION and SAFETY and does not determine-compliance or noncompliance with manufacturer's specifications; past or present. Soil conditions, geological stability, engineering analysis are beyond the scope and purpose of this inspection and are not included in this report. This is not a compliance inspection or certification for past or present governmental codes, rules or regulations of any kind. NO search or check of municipal records or property boundaries (land survey) is included. Latent, hidden and concealed defects and deficiencies are excluded from the inspection and report. The inspection and report do not address and are not intended to address the presence or danger from any potential harmful substances and environmental hazards including but not limited to radon gas, carbon monoxide, lead, lead paint, asbestos, Chinese drywall, sound proofing, buried or above ground fuel storage tanks, urea formaldehyde, various molds and spores, water quality, toxic or flammable chemicals or gases and water and airborne hazards. The inspector is not required to climb on the roof if deemed unsafe, enter crawl spaces or attics where the ceiling height is less than 3 feet, or is otherwise inaccessible, and does not perform invasive procedures: equipment, items and systems will not be dismantled. Areas above ceilings are inaccessible, including dropped ceilings. The inspector only uses normal operating devices and performs no destructive or disruptive testing procedures.

2. Payment of the fee entitles client to one original of the written inspection report including photographs. Payment is accepted in the form of check, cash, or credit card. The liability of

COMPANY is limited to the terms and conditions as set forth in this contract between COMPANY and the Client.

3. Client represents and assures COMPANY that Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless COMPANY from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or Agent to ensure the utilities are on at the time of inspection. COMPANY recommends checking for permits on all additional construction performed on the property after the original construction.

4. This Agreement, with its terms, conditions and disclosures, constitutes the entire agreement between COMPANY and Client. Both parties agree that there is no representation, statement or agreement not set forth herein or incorporated by reference. No waiver, alteration or modification of this contract shall be valid unless it is in writing and signed by an authorized representative of both parties. This contract shall be construed and governed by the laws of the State of Montana. For all areas marked outside of good condition, COMPANY recommends proper attention by the appropriate licensed contractor.

5. This inspection is limited to the condition of the property at the time that the inspector leaves the property. Client is hereby advised that disgruntled sellers/squatters often change the condition of the property and no guarantees will be made by COMPANY.

5.1 NOT A WARRANTY The parties agree that COMPANY and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any reported or unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature. THE INSPECTION AND REPORT ARE NOT INTENDED TO BE A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, OR SYSTEM. COMPANY IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.

5.2 LIMITATION OF INSPECTORS LIABILITY: The purpose of this provision is to limit the amount of damages that CLIENT may claim and recover from COMPANY. The maximum amount of damages that CLIENT may claim and recover is hereby limited to the fee paid by CLIENT to the COMPANY under this Agreement. This limitation applies to every type of claim or cause of action arising out of or in any way related to this agreement, the inspection or report, including but not limited to claims for damages, costs, expenses, demands, controversies, actions, debts, compensation, or causes of action of whatever nature or character, whether based on a tort, contract, extra contractual duty, malfeasance, misfeasance or other theory of recovery, including, but not limited to, claims for breach of contract (actual or implied), negligence, malfeasance, misfeasance and any and all other extra contractual duties, for all actual damages, all exemplary and punitive damages, and property damage which the Client may have concerning any such breach of contract, negligence, or negligent misrepresentation claims alleged to have occurred by the action or inaction of the COMPANY or any of its employees or Inspector. This limitation does not apply to any claim for vexatious litigation or similar type of claim by COMPANY against CLIENT or CLIENT'S lawyer.

CLIENT'S Initials \_\_\_\_\_.

6. I (Client) have read the Terms and Conditions of this inspection and accept them, and also accept the Waiver Conditions.

7. I (406 Property Inspections) have full authority to execute this contract. I fully understand the fact that only the original buyer on this contract shall be entitled to the information contained in the inspection report/contract.

8. Client agrees that this agreement may be executed by facsimile which shall constitute an original. It is also understood and agreed that an acceptance of the terms and conditions contained herein by the Client shall be just as binding if made electronically by computer or over the internet. The person who signs this agreement represents that they have the full authority to sign on behalf of all named

Clients.

9. I have read and understand the terms and conditions of this contract as set forth on the front of this form. I fully understand that if there is no signature on the line below, this inspection report shall be null and void.

\_\_\_\_\_  
Signed By: CLIENT (OR AUTHORIZED PERSON)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed By: JOSEPH BALLARD  
406 PROPERTY INSPECTIONS

\_\_\_\_\_  
Date